

OF69 - Rev 9/79  
Office of Personnel  
Management  
FPM Chapter 334  
EPA Version (06-97)

# ASSIGNMENT AGREEMENT

## Title IV of the

Intergovernmental Personnel Act of

1970

5 U.S.C. 3371 - 3376

### INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division  
Office of Intergovernmental Personnel Programs  
Office of Personnel Management  
P.O. Box 14184  
Washington, DC 20044

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.

Copies of the completed and signed agreement should be retained by each signatory.

### PART 1-NATURE OF THE ASSIGNMENT AGREEMENT

1. ☐ New Agreement ☐ J Modification ☒ Extension

### PART 2-INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)  
Profeta, Timothy Howard

(b) (6)

4. Home Address (Street, City, State, Zip Code)

(b) (6)

5. - A. Have you ever been on a mobility assignment?

☒ YES ☐ NO

5. - B. If "YES", date of each assignment (Month and Year)

FROM: 8/1/21

TO: 8/2/22

### PART 3-PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

USEPA, Office of Air and Radiation, Office of Air Quality Planning and Standards

7. State or local Government (Identify the governmental agency)

Duke University

8. Is assignment being made through a faculty fellows program?

☐ YES

☒ NO

If yes, give name of program.

### PART 4-POSITION DATA

#### A-Position Currently Held

9. Employment Office Name and Address (Building, Street, City, State and ZIP code)

10. Employee's Position  
Title  
Director

11. Office Phone No.  
919/613-8709

Nicholas Institute for Environmental Policy Solutions

12. Immediate Supervisor (Name and Title)

Box 90328  
Duke University  
Durham, NC 27708

Dr. Sally Kornbluth  
Provost, Duke University

#### B-Type of Current Appointment

13. Federal Employees (Check appropriate box.)		14. State and Local Employees	
<input type="checkbox"/> Career Competitive	Indicates GS Level  Tim Profeta is not a federal employee	State or Local Annual Salary	Original Date Employed by the State or Local Government
<input checked="" type="checkbox"/> Other (Specify)		\$276,100	6/1/2005

#### C-Position to Which Assignment Will Be Made

Employment Office Name and Address (Building, Street, City, State and ZIP code)	16. Assignee's Position Title Special Counsel for Power Sector	17. Office Phone No. (919) 541-5616
Office of Air Quality Planning and Standards, Mailcode C401-01, RTP, NC 27711	18. Immediate Supervisor (Name and Title) Peter Tsirigotis, Director, OAQPS	

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#### PART 5-TYPE OF ASSIGNMENT

19. Check Appropriate Box	20. Period of Assignment (Month, Day, Year)
<input type="checkbox"/> On detail from a federal agency	FROM: 8/2/22 TO: 8/1/23
<input type="checkbox"/> On leave without pay from a Federal agency	
<input checked="" type="checkbox"/> On detail to a Federal agency	
<input type="checkbox"/> On appointment in a Federal agency	

#### PART 6-REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

Under the IPA, Mr. Profeta would continue to deepen the existing partnerships and continuing to build new ones with Federal agencies that implement programs that have an effect on the power sector. For example, Mr. Profeta's work would include strengthening collaboration with FERC, which serves a regulatory role in the power sector; DOE, which carries out a range of activities that interact with the power sector - including ensuring reliability in the system and advancing key technologies such as renewable energy technologies, carbon capture and storage and hydrogen technologies; and the RUS within USDA, which helps in providing electricity to rural America.

In this role, Mr. Profeta would actively engage representatives from sister agencies to advocate for national policy and regulatory approaches that would help reduce air emissions from the power sector. He would also help develop and implement program activities with sister Agencies.

#### PART 7-POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate current description of the position being filled through the IPA assignment.

- (1) Enhancing collaboration and coordination among national Federal programs
- (2) Enriching collaboration and coordination among State and Tribal partners and other regional organizations
- (3) Build capacity of States to effectively address greenhouse gas emissions from the power sector
- (4) Boosting collaboration and coordination amongst the power plant community and other affected industries
- (5) Translating insights from engagement to the EPA rulemaking agenda.

#### PART 8-EMPLOYEE BENEFITS

##### 23. Rate of Basic Pay

Duke will cover the cost of salary and benefits and will be reimbursed by the EPA.

##### 24. Special Pay Conditions (Indicate any conditions that could

increase the assigned employee's compensation during the assignment period)

No Special pay/ Salary is covered by Duke and USEPA will reimburse Duke for Salary and benefits

25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave)

Assignee will continue earning leave under Duke University.

#### PART 9-FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

##### 26. Federal Agency Obligations (If paying more than 50 percent of a

EPA will reimburse Duke University for 100% of the employee's salary and benefits, per the attached cost worksheet provided by Duke.

Bills should be sent to:

US EPA

RTP FINANCE CENTER

[RTPFC-CustomerService@epa.gov](mailto:RTPFC-CustomerService@epa.gov)

OAQPS will cover any Agency related travel for Mr. Profeta.

##### 27. State or Local Government Agency Obligations

Duke University will continue to pay assignee's salary and fringe benefits and will bill EPA for 100% of the salary and fringe benefits, per the attached cost worksheet provided by Duke University.

Current salary is \$220,000

Benefits 25.5% @\$56,100

Total including benefits \$276,100

#### PART 10-CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

- ☒ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.

Individual completed IPA ethics training on 7/12/22. JFugh provided ethics counseling note on 7/19/22. (JF)

- ☒ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

JUSTINA  
FUGH

Digitally signed by  
JUSTINA FUGH  
Date: 2022.07.24  
22:00:56 -0400

#### PART 11-OPTIONS

30. Indicate coverage of "N.A." if not applicable N.A.

A. Federal Employees Group Life Insurance

31. State or Local Agency Benefits (Indicate all State employee benefits

that will be retained by the State or local

⊗ 1 N.A.

agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal Agency to a State or local Agency.)

B. Federal Civil Service Retirement

[1Covered]-----[x] N.A.-----

### C. Federal Employee Health Benefits

☐ Covered ☒ N.A.

Mr. Profeta will retain all benefits to which he is entitled at Duke University.

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

No other related benefits will be paid during this agreement.

## PART 12-TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate: (1) Whether the Federal agency or State or Local agency will pay travel and transportation expenses to, from, and during the

assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

**OAQPS will cover any Agency related travel for Mr. Profeta.**



**PART 13-APPLICABILITY OF RULES, REGULATIONS AND POLICIES**

## 34. Check Appropriate Boxes

☒ YES                      A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.

☐ Yes, with exceptions attached

☒ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.

☒ C. I have informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.

☒ D. I have been informed of applicable provisions should my permanent employer become subject to a reduction in force procedure.

☐ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment.  
(For Federal employees only)

**PART 14-CERTIFICATION OF ASSIGNED EMPLOYEE**

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)

OAQPS

36. Date (Month, Day, Year)

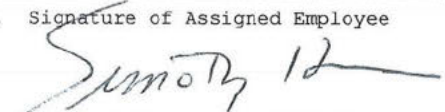
From:

8/2/22

To:

8/1/23

37. Signature of Assigned Employee



38. Date of Signature (Month, Day, Year)

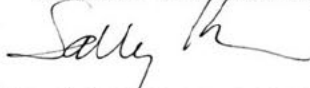
7/12/22

**PART 15-CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

Signature of Authorizing Officer



Typed Name and Title

Sally Kornbluth, Provost  
Duke University

Date of 7/18/2022

Signature  
(Month, Day,  
Year)

State of Local Government Agency	30.	40.	41.
Federal Agency	42. <i>Michael Koerber</i>	43. Deputy Director OAGPS	44. 7/22/2022
Headquarters Concurring Official	45. <b>Lewis, Marisa</b> Digitally signed by Lewis, Marisa Date: 2022.07.25 11:34:14 -04'00'	46.	47.

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employee To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.